

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	Bror Fries	Examiner:	Michael J. Kyle
Serial No.:	10/786,608	Group Art Unit:	3677
Filed:	February 25, 2004	Confirmation No.:	2821
Docket No.:	185P001USI1		
Title:	HINGE DEVICE		

RESPONSE

MS: Amendment
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

This response is being submitted responsive to the Office Action dated April 6, 2007.

In paragraph 2, the Examiner has rejected claims 34, 35 and 38 as being anticipated by Killingstad, U.S. Patent No. 4,825,507. The Examiner states "a fastening screw (13) is configured to extend through a hole in the flat member (see figures 5 and 6) of the first flap (2) and engages a threaded axial hole in the adjustable screw body (5) and abuts a front face of the first flap (2)."

Applicant respectfully traverses this rejection. The present inventor is well aware of the Killingstad patent, as the present inventor knows Killingstad. In addition, the present inventor has seen the hinge as set forth in the Killingstad patent. Unfortunately, the Examiner has misinterpreted the drawing and specification of the Killingstad patent. The patent is being cited by the Examiner that the screw 13 passes through the screw body 5. This is not correct. In viewing Figures 5 and 6, it would appear that the screw 13 may pass through the screw body 5. However, upon closer inspection, it can be seen that this is a misinterpretation of the figure. Figure 5 is a cross-section. If the screw body 13 actually went through the screw body 5, the screw 13 would be shown in cross-section, as opposed to in phantom lines. In fact, the screw 13 goes through aperture 9. This is further confirmed by a reading of the specification beginning at column 2, line 28. There, it is indicated to adjust the leaf, the screw 13 is loosened. It does not

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say that the screw 13 is removed. Since the screw 13 is only loosened, that means that it is still in position in the holes through which they are inserted. The specification then goes on to state that the stop screws 5 are adjusted. Further, it would not be possible to adjust the stop screws 5 if screws 13 were through the screw bodies 5. Also, it is a screw (singular) that is loosened, and then the screw bodies (plural) are adjusted, providing further evidence that the Examiner's interpretation is incorrect. Therefore, it can be seen that it is a correct interpretation that the screw 13 does not extend through the screw body 5.

In summary, it can be seen that the screw 13 is going through the opening 9 and not the screw body 5. Accordingly, the Killingstad patent simply is not the same as that recited in claim 34. Specifically, there is not an adjustable screw body with a screw member that is in cooperation with the adjustable screw body and its engageable fastening screw.


Accordingly, Applicant respectfully requests reconsideration and allowance thereof of claim 34 and all of the remaining claims which depend on claim 34.

If the Examiner has any questions, the Examiner is respectfully requested to call the undersigned at 612.331.7415.

Respectfully submitted,

BROR FRIES

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